

# ELLIS:LAWHORNE

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May 24, 2006

## **FILED ELECTRONICALLY AND FIRST-CLASS MAIL SERVICE**

The Honorable Charles L.A. Terreni  
Chief Clerk  
**South Carolina Public Service Commission**  
Post Office Drawer 11649  
Columbia, South Carolina 29211

RE: Application of Zeus Telecommunications, LLC for a Certificate of Public Convenience and Necessity to Provide Resold Intrastate Interexchange Telecommunications Services Within the State of South Carolina  
**Docket No. 2006-\_\_\_\_-C, Our File No. 1180-11371**

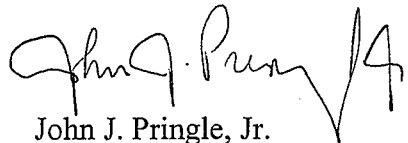
Dear Mr. Terreni:

Enclosed is the **Application** filed on behalf of Zeus Telecommunications, LLC in the above-referenced matter.

Please acknowledge your receipt of this document by file-stamping the copy of this letter enclosed, and returning it in the enclosed envelope.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,



John J. Pringle, Jr.

JJP/cr

cc: Office of Regulatory Staff Legal Department  
Mr. Thomas H. Ong  
Monica Borne Haab, Esquire

Enclosures

**THIS DOCUMENT IS AN EXACT DUPLICATE OF THE E-FILED COPY SUBMITTED TO THE COMMISSION IN ACCORDANCE WITH ITS ELECTRONIC FILING INSTRUCTIONS.**

**BEFORE THE  
SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

DOCKET NO. \_\_\_\_\_

In the Matter of: )  
APPLICATION OF **ZEUS TELECOMMUNICATIONS, LLC** )  
FOR A CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY TO PROVIDE RESOLD INTRASTATE )  
INTEREXCHANGE TELECOMMUNICATIONS )  
SERVICES WITHIN THE STATE OF SOUTH CAROLINA )

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**APPLICATION OF ZEUS TELECOMMUNICATIONS, LLC**

Zeus Telecommunications, LLC ("Applicant") hereby submits this application for a Certificate of Public Convenience and Necessity to operate as a reseller of interexchange telecommunications services within the State of South Carolina pursuant to South Carolina Statutes and the rules and regulations of the South Carolina Public Service Commission. In support of this application, the Company provides the following information:

1. Applicant is a corporation organized under the laws of the State of Texas and is authorized to transact business within the State of South Carolina as evidenced by Applicant's Articles of Incorporation and Certificate of Authority which are attached hereto as **Exhibits A and B**, respectively.
2. Applicant's representative, legal name and principal address are as follows:

Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071  
Phone: (214) 647-3385  
Fax: (469) 952-2340

E-Mail: [tom@zeustele.com](mailto:tom@zeustele.com)

3. Correspondence regarding this application should be directed to:

Monica Borne Haab  
Nowalsky, Bronston & Gothard, APLLC  
3500 N. Causeway Blvd.  
Suite 1442  
Metairie, LA 70002  
Phone: (504) 832-1984  
Fax: (504) 831-0892  
E-Mail: [mhaab@nbgllaw.com](mailto:mhaab@nbgllaw.com)

and to local counsel at:

Mr. John "Jack" J. Pringle, Jr.  
Ellis Lawhorne & Sims, P.A.  
P.O. Box 2285  
Columbia, SC 29202  
Ph. (803) 343-1270  
Fx. (803) 799-8479  
E-Mail: [jpringle@ellislawhorne.com](mailto:jpringle@ellislawhorne.com)

4. The Company's Customer Service contact is:

Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071  
Phone: (214) 647-3385  
Fax: (469) 952-2340  
E-Mail: [tom@zeustele.com](mailto:tom@zeustele.com)

5. Applicant seeks to provide resold interexchange telecommunications services from points of origin within the State of South Carolina. Specifically, Applicant intends to offer Outbound 1+ service, Inbound 8xx service, postpaid travel card service, and directory assistance. Applicant will not construct any facilities to implement the authority sought herein. The proposed services will be furnished using the transmission facilities of other certificated carriers to the extent permitted by the Commission and where consistent with applicable tariff regulations. Applicant will resell its proposed long distance services throughout the State of South Carolina.

6. The Company will bill its customers directly on a monthly basis.
7. Applicant will adhere to Commission regulations regarding intraLATA traffic, including the guidelines set forth in Order No. 93-462, dated June 3, 1993. Applicant understands that the Commission has expanded intraLATA competition to allow operator service providers to service intraLATA traffic and Applicant reserves the right to provide such intraLATA service, consistent with the order of the Commission in Docket Nos. 92-182-C, 92-183-C and 92-200-C, Order No. 92-480.
8. The principal officers of the Company have the technical and managerial experience necessary for the execution of the business plans described herein as evidenced by the brief description of experience and qualifications of its officers and/or key management personnel which has been attached hereto as **Exhibit C**.
9. The Applicant has the financial backing necessary to provide the services described herein. Attached as **Exhibit D** is a copy of the most recent financial statements of the Applicant and additional supporting documentation.
10. The Company is not currently authorized to provide services in any states, but is in the process of applying for certification in approximately thirty states. The Applicant eventually intends to obtain interexchange certification on a nationwide basis. The Applicant has not been denied authority to operate in any state.
11. The Company will offer the services set forth in its tariff which is attached as **Exhibit E**.
12. Applicant submits that it has the technical, managerial and financial resources and ability to conduct its business for the benefit of the public as is reflected in this application.
13. Approval of Applicant's application will serve public interest by increasing competition within the interexchange marketplace and provide consumers with a greater choice of long distance services.

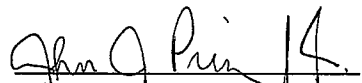
14. Applicant further seeks a waiver of those Commission Regulations that may pose a hardship for the Applicant, including 103-610, 103-631, 103-611, and 103-612.2.3.
15. A Proposed Notice of Filing is attached to this application as **Exhibit F**.

WHEREFORE, Applicant prays that the South Carolina Public Service Commission grant it the authority to provide competitive resold interexchange telecommunications services within the State of South Carolina, and for such other relief as is just and proper.

Respectfully Submitted,

**Zeus Telecommunications, LLC**

By:

  
John J. Pringle, Jr., Attorney  
Ellis Lawhorne & Sims, P.A.  
P.O. Box 2285  
Columbia, SC 29202  
Phone: (803) 343-1270

Attorney for Applicant

# **EXHIBIT A**

ARTICLES OF INCORPORATION

Form 205

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

Filing Fee: \$200



**Articles of Organization  
Pursuant to Article  
1528n, Texas Limited  
Liability Company Act**

Filed in the Office of the  
Secretary of State of Texas  
Filing #: 800423276 12/08/2004  
Document #: 76761860005  
Image Generated Electronically  
for Web Filing

**Article 1 - Name**

The name of the limited liability company is as set forth below:

Zeus Telecommunications, LLC

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for the "name availability" is recommended.

**Article 2 - Registered Agent and Registered Office (Select and complete either A or B and complete C)**

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Thomas Ong

C. The business address of the registered agent and the registered office address is:

Street Address:

512 Lake Village Drive McKinney TX Texas

**Article 3 - Management (Complete items A or B)**

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the initial members are set forth below:

Manager 1:

Thomas Ong

Title: Manager

Street Address:

512 Lake Village Drive McKinney TX, USA 75071

**Article 4 - Duration**

The period of duration is perpetual.

**Article 5 - Purpose**

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized.

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Organizer**

The name and address of the organizer is set forth below.

Thomas Ong 512 Lake Village Drive, McKinney, TX 75071

**Effective Date of Filing**

☒ A. This document will become effective when the document is filed by the secretary of state.

**OR**

☐ B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

**Name Reservation Document Number**

**Organizer**

The undersigned organizer signs these articles of organization subject to the penalties imposed by law for the submission of a false or fraudulent document.

Thomas Ong

Signature of Organizer

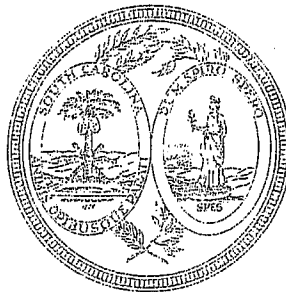
FILING OFFICE COPY



# **EXHIBIT B**

CERTIFICATE OF AUTHORITY

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

ZEUS TELECOMMUNICATIONS, LLC, A Limited Liability Company duly organized under the laws of the State of TEXAS, and issued a certificate of authority to transact business in South Carolina on January 23rd, 2006, with a duration that is until <<@TERMINATIONDATE>>, has as of this date filed all reports due this office, including its most recent annual report as required by section 33-44-211, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
8th day of February, 2006.

A handwritten signature in cursive script that reads "Mark Hammond".

Mark Hammond, Secretary of State

JAN 23 2006

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

Mark Hammond  
SECRETARY OF STATE OF SOUTH CAROLINA

APPLICATION FOR A CERTIFICATE OF AUTHORITY  
BY A FOREIGN LIMITED LIABILITY COMPANY  
TO TRANSACT BUSINESS IN SOUTH CAROLINA

TYPE OR PRINT CLEARLY WITH BLACK INK

The following Foreign Limited Liability Company applies for a Certificate of Authority to Transact Business in South Carolina in accordance with Section 33-44-1002 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the foreign limited liability which complies with Section 33-44-1005 of the 1976 South Carolina Code as amended is Zeus Telecommunications, LLC
2. The name of the State or Country under whose law the company is organized is  
TX
3. The street address of the Limited Liability Company's principal office is  
512 Lake Village Dr.  
Street Address  
McKinney, TX 75071  
City State Zip Code
4. The address of the Limited Liability Company's current designated office in South Carolina is  
5000 Thurmond Mall Blvd  
Street Address  
Columbia, SC 29201  
City State Zip Code
5. The street address of the Limited Liability Company's initial agent for service of process in South Carolina is  
5000 Thurmond Mall Boulevard  
Street Address  
Columbia, SC 29201  
City State Zip Code  
and the name of the Limited Liability Company's agent for service of process at the address is  
Corporation Service Company  
Name Signature
6. ☐ Check this box if the duration of the company is for a specified term, and if so, the period specified \_\_\_\_\_



7. ☒ Check this box if the company is manager-managed. If so, list the names and business addresses of each manager

a. Thomas H. Ong  
Name  
512 Lake Village Dr.  
Business Address  
McKinney, TX 75071  
City State Zip Code

b. \_\_\_\_\_  
Name  
\_\_\_\_\_  
Business Address  
\_\_\_\_\_  
City State Zip Code

8. ☐ Check this box if one or more members of the foreign limited liability company are to be liable for the company's debt and obligation under a provision similar to Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended.

Date January 9, 2000

[Signature]  
Signature  
Thomas H. Ong, Manager  
Name Capacity

**FILING INSTRUCTIONS**

1. This application must be accompanied by an original certificate of existence not more than 30 days old (or a record of similar import) authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under which it is organized.
2. File two copies of these articles, the original and either a duplicate original or a conformed copy.
3. If management of a limited liability company is vested in managers, a manager shall execute this form. If management of a limited liability company is reserved to the members, a member shall execute this form. Specify whether a member or manager is executing this form.
4. This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.  
  
Return to: Secretary of State  
P.O. Box 11350  
Columbia, SC 29211
5. The first annual report for limited liability company must be delivered to the Secretary of State between January first and April first of the calendar year after which the limited liability company was organized or the foreign company was first authorized to transact business in South Carolina. Subsequent annual reports must be delivered to the Secretary of State between January first and April first of the ensuing calendar years.

# **EXHIBIT C**

## **MANAGEMENT PROFILES**

**Thomas H. Ong**  
512 Lake Village Drive  
McKinney, TX 75071  
tom@zeustele.com

### Experience

2002 to present - Ong, Inc. President. Telecommunications consulting/brokering. Participate in wide variety of telecommunications endeavors. Primary focus is helping clients successfully implement new product lines, broker major transactions, and facilitate sales of their companies.

2005 to present - Direct Connect International, LLC. Managing Partner. Wholesaler in the prepaid telecommunications industry. Customer concentration is in the prepaid calling card sector.

2005 to present - Zeus Telecommunications, LLC. Managing Partner. Long distance wholesaler. Provide origination and termination service to small to medium size telecommunications companies.

1999 – 2002 - Prepaid Direct, LLC. President. Marketing prepaid phone cards to retailers. Successfully secured 3000 plus retailers to distribute our product line. Sold company to our main supplier in 2002.

1995 – Present - STS Consulting. President. Master agent for long distance provider servicing small to medium size businesses. Directed management team leading over 150 employees and independent contractors to achieve remarkable sales success. Customer base generated in excess of \$30 million in gross revenue annually.

1992 – 2003 - Diversified Communications Inc. President. Marketed overnight shipping services and operator services for payphone providers. Successfully secured thousands of retail locations over a 3 year time period. Sold operator services division in 1997. Sold shipping division in 2003.

1990 – 1992 - Telesphere. Regional Vice President Sales - Payphone division. Successfully secured and trained master agents to sell our products.

1988 – 1990 - MCI Telecommunications - Senior Account Executive. Focused on small to medium size business accounts.

### Education

1987 University of Montana BS Business/ management and marketing

# **EXHIBIT D**

FINANCIAL STATEMENTS

**Zeus Telecommunications, LLC**  
**Profit & Loss**  
January through December 2005

	<u>Jan - Dec 05</u>
Ordinary Income/Expense	
Income	
Southwest Inet	1,115,000.74
Broadvox	901,931.69
Telefyne	616,994.64
Maskina Communications, Inc.	203,553.58
NOS Communications	352,496.10
Teledata Solutions Inc.	44,699.05
Source	55,082.86
Comsolo, LLC	<u>3,283.64</u>
Total Income	3,293,042.30
Cost of Goods Sold	
CDI	40.66
Broadvox - V	2,041.50
Network IP	2,684,572.88
Network IP co-op split	<u>297,873.76</u>
Total COGS	<u>2,984,528.80</u>
Gross Profit	308,513.50
Expense	
Management fees	100,000.00
Commissions	
Tabachnik	35,915.87
Comsolo	25,319.51
NLG	<u>12,778.38</u>
Total Commissions	74,013.76
Contract bookkeeping	7,390.50
Co-location costs	19,370.00
NOC services	26,950.00
Platform Fee	261.72
Travel & lodging	6,108.97
Meals & entertainment	397.82
Accounting & tax preparation	747.50
Insurance	439.15
Office supplies	504.57
Printing and Reproduction	880.00
Business promotion	800.00
Legal & tariff costs	10,116.75
Telecommunications	624.96
Postage and delivery	461.37
Bank service charges	89.99
Depreciation Expense	<u>9,805.35</u>
Total Expense	<u>258,962.41</u>
Net Ordinary Income	49,551.09
Other Income/Expense	



11:18 AM  
05/18/06  
Accrual Basis

**Zeus Telecommunications, LLC**  
**Profit & Loss**  
January through December 2005

	<u>Jan - Dec 05</u>
Other Income	
Interest Income	<u>65.79</u>
Total Other Income	<u>65.79</u>
Net Other Income	<u>65.79</u>
Net Income	<u><u>49,616.88</u></u>

# **EXHIBIT E**

PROPOSED TARIFF

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**TITLE SHEET**

**RESALE TELECOMMUNICATIONS SERVICES**

This tariff applies to the Resale Interexchange Telecommunications Services furnished by **Zeus Telecommunications, LLC** within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and with the South Carolina Office of Regulatory Staff, and copies may be inspected, during normal business hours, at the Company's principal place of business located at 512 Lake Village Drive, McKinney, Texas 75071.

The Company's toll free telephone number is: 1-800-814-2919.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071

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**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and Revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In A Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text or Regulation But No Change In Rate or Charge

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be Sheet 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet will accompany the filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just new revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**1.1 Definitions:**

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled.

Carrier - Zeus Telecommunications, LLC, unless specifically stated otherwise.

Commission - The South Carolina Public Service Commission.

Company - Zeus Telecommunications, LLC, also referred to as Carrier.

Completed Calls - Completed calls are answered calls on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Customer-Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

Directory Assistance - Directory Assistance Service consists of supplying listed telephone numbers to persons who call the Directory Assistance Bureau.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071



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1.1 Definitions: (continued)

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m.; from 8:00 a.m. to 10:59 p.m. on Saturday; and from 8:00 a.m. to 4:59 p.m. Sunday.

ORS - South Carolina Office of Regulatory Staff

Person - Any individual, firm, partnership, corporation, company, association or other legal entity.

Premises - The customers location for services.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071

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**SECTION 2 - REGULATIONS**

**2.1 Undertaking of Carrier**

Carrier provides long distance message toll telephone service to customers for their transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis (30 days) and are available twenty-four (24) hours a day, seven (7) days a week.

**2.2 Limitations on Service**

- 2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
- 2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071

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2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the service description.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Thomas H. Ong, Manager  
Zeus Telecommunications, LLC  
512 Lake Village Drive  
McKinney, TX 75071

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2.4 Limitation of Liability (continued)

2.4.3 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence, of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Thomas H. Ong, Manager  
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2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair on Carrier's equipment when the damage results from:
  - 1. The negligence or willful act of the customer or user.
  - 2. Improper use of service.
  - 3. Any use of equipment or service provided by others.

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**EFFECTIVE:**

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**2.7.2 Maintenance, Testing, and Adjustment**

Upon reasonable notice, equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for such time.

**2.7.3 Deposits**

A. Consistent with Commission Rule 103-621, carrier may require a customer or prospective customer to pay a deposit if the following conditions exist:

1. The customer's past telecommunications utility payment record reflects delinquent payment practices. (i.e. customer had 2 consecutive 30-day arrearages or more than 2 non-consecutive 30-day arrearages within the past 24 months, or has been sent four or more late payment notices in the past 9 months.)
2. A new customer cannot furnish either a letter of good credit or an acceptable cosigner or guarantor on the same system within South Carolina to guarantee payment.
3. An existing customer has no deposit and is presently delinquent in payment. (i.e. customer had 2 consecutive 30-day arrearages, or more than 2 non-consecutive 30-day arrearages, within the past 24 months, or has been sent four or more late payment notices in the past 9 months.)
4. A customer has had service terminated by any telecommunications utility for non-payment or fraudulent use.

B. For new customers deposits will be an amount equal to two (2) months estimated total billing (including toll and taxes) and for existing customers deposits will be an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) month period.

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**ISSUED:**

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2.7.3 Deposits (continued)

- C. Deposit amounts may be adjusted upward or downward to reflect the actual billing experience and payment habits of the customer.
- D. Simple interest accruing annually shall be paid on deposits held by the Company at a rate prescribed by the Commission for the period during which the deposit was held. Payment of interest shall be made to the customer at least every two (2) years and at the time the deposit is returned. A deposit will cease to draw interest on the date it is returned, the date service is terminated or on the date notice is sent to the customer's last known address that the deposit is no longer required.
- E. Deposits will be refunded with interest after two (2) years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past 6 months.

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**ISSUED:**

**EFFECTIVE:**

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2.7 Customer Responsibility

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
  - 1. Interruptions of service resulting from Carrier performing routine maintenance;
  - 2. Interruptions of service for implementation of a customer order for a change in the service;
  - 3. Interruption caused by the negligence of the customer or his authorized user;
  - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user-provided facilities.

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**ISSUED:**

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2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred on behalf of the customer by the Company.

2.7.6 Payment and Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is due within 20 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid to the customers last known address.
- C. Interest at the rate of 1.5% will be added to any unpaid balance brought forth from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be in lieu of any other penalties allowed by law.
- D. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears.
- E. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due Carrier, past the due date. Any termination of service will comport with Commission Rule 103-633.

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**EFFECTIVE:**

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2.7.7 Billing Disputes

If written or verbal notice of dispute as to charges is not received by the Company within the applicable statute of limitations such bill shall be deemed correct and binding. In the case of a billing dispute between the user and the Carrier for service furnished to the user, which cannot be settled with mutual satisfaction, the user can take the following course of action:

- 1.) First, the user may request, and the Carrier will provide, an in-depth review of the disputed amount. This can be done by dialing 1-866-578-2626. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.) Second, if there is still a disagreement about the disputed amount after the investigation and review by manager of the Carrier, the user may file an appropriate complaint with the ORS. The ORS' address is:

South Carolina Office of Regulatory Staff  
P.O. Box 11263  
Columbia, South Carolina 29202  
Phone: (803) 737-5230  
1-(800) 922-1531 (toll-free within South Carolina)

2.7.8 Application of Charges

The charge for services are those in effect for the period that service is furnished.

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2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for each interruption of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues beyond two hours.

2.8.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by Carrier

Carrier may refuse or discontinue service for any of the reasons listed below without incurring any liability. Unless otherwise stated, the customer will be allowed a reasonable time in which to comply with the rule before service is discontinued.

- A. Non-payment of regulated sums due to Carrier for service for more than thirty (30) days beyond the date of rendition of the bill for such regulated services. Service will not be discontinued without prior written notice to the customer in accordance with 26 S.C. Code Ann. Regs. 103-633 (Supp. 1999);
- B. For a violation of any regulation governing the service under this tariff;

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2.8.3 Disconnection of Service by Carrier (continued)

- C. For a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- D. Without notice, in the event of a condition determined hazardous by the Company;
- E. Without notice in the event of customer use of equipment in such a manner as to adversely affect Carrier's provision of service to others;
- F. For failure of customer to permit Carrier reasonable access to its equipment.

2.8.4 Fractional Charges Upon Discontinuance of Service

Credits for a fractional part of a month are calculated by counting the number of days in the billing period before service was discontinued. That number is divided by thirty days and the resultant fraction multiplied by the monthly charge to arrive at the fractional monthly charge.

2.9 Termination of Service

2.9.1 Termination by Customer

When a customer desires to have service terminated, the customer must notify the Company orally or in writing. The Company will send the customer a final bill for service within a reasonable time after the receipt of such notice of termination.

2.9.2 Termination by the Company

Service may be terminated by the Company for non-payment of a bill, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice that settlement of the account must be made within five days or service will be disconnected. Service will be terminated only on Monday through Thursday between the hours of 8:00 a.m. and 4:00 p.m., unless provisions have been made by the Company to have someone available to accept payment and reconnect service.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1     Timing of Calls**

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up."

There are no charges incurred if a call is not completed.

**3.2     Start of Billing**

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion of the last day for which service was provided to the customer.

**3.3     Interconnection**

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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**3.4    Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

**3.5    Calculation of Distance**

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula: 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

**3.6    Minimum Call Completion Rate**

The customer can expect a call completion rate of 97% of calls attempted during peak use periods for all Feature Group D (1+) services.

**3.7    Special Services**

A Special Service is any service requested by the customer for which there is no prescribed rate in this tariff. Special Service charges will be developed on an individual case basis and submitted to the Commission for prior approval.

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**ISSUED:****EFFECTIVE:**

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3.8 Services Offerings

The company provides the following services:

3.8.1 Message Toll Service (MTS)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.8.2 Inbound 8XX Service

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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**ISSUED:**

**EFFECTIVE:**

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3.8.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via a toll free telephone number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

Directory assistance is the provision of listed telephone numbers to requesting customers. The Company will provide directory assistance service to customers at a per call charge.

3.8.5 Operator Services

The Company will not provide operator services to end users. The Company's underlying carrier will provide and bill for all operator assisted services.

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**ISSUED:**

**EFFECTIVE:**

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**SECTION 4 - RATES AND CHARGES**

**4.1    Usage Charges**

**4.1.1   Usage Charges**

Usage is either flat rated or determined by the time of day rate periods and minutes of use within each rate period. Time of day rate periods are determined by the time and day of call origination at the customer's location.

**4.1.2   Billing Increments**

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

**4.1.3   Rounding**

All calls are rounded to the next highest billing interval. Total charge for a fraction of a cent will be rounded to the next highest whole cent.

**4.1.4   Taxes**

All rates stated are exclusive of any applicable taxes.

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**ISSUED:**

**EFFECTIVE:**

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**4.2     Marketing**

**4.2.1   Special Promotions**

Any marketing efforts will clearly indicate to the potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation. Any special promotions will be filed with the Commission at least 14 days prior to initiation of the promotion.

**4.2.1   Marketing Statement**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the carrier hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedure, if any, set forth by the Public Service Commission. Additionally, it will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. It understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certificate to complete intrastate telecommunications traffic within the State of South Carolina.

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**EFFECTIVE:**

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4.3     Outbound 1+ Service

\$0.06 per minute.  
Billed in whole minute increments.

4.4     Inbound 8XX Service

\$0.06 per minute.  
Billed in whole minute increments.

4.5     Travel Card Service

\$0.25 per minute.  
Billed in whole minute increments.  
Per call surcharge: None.

The payphone surcharge stated in Section 4.8 will apply to calls placed to an 8XX number.

4.6     Directory Assistance

The Company's customers will be billed the following per call charge to be connected to the local exchange company directory assistance service for directory assistance calls within the State.

Directory Assistance Charge: \$0.89 per call

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**ISSUED:**

**EFFECTIVE:**

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                         Zeus Telecommunications, LLC  
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4.7 Returned Check Charge

Any customer issuing Carrier check(s) returned to Carrier will be charged an amount not to exceed that allowed by S.C. Code Section 34-11-70(a).

4.8 Special Promotions

Carrier may from time to time offer special promotions to customers. Carrier will provide notice to the Commission and the ORS of any such promotion.

4.9 Dial Around Pay Telephone (Payphone) Surcharge

A dial around surcharge of \$0.35 per call will be added to any completed intrastate toll access code and subscriber 8XX type calls placed from a public or semi-public payphone.

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**ISSUED:**

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**SECTION 5 - MAXIMUM RATES AND CHARGES**

5.1 Outbound 1+ Service

\$0.15 per minute.  
Billed in whole minute increments.

5.2 Inbound 8XX Service

\$0.15 per minute.  
Billed in whole minute increments.

5.3 Travel Card Service

\$0.50 per minute.  
Billed in whole minute increments.  
Per call surcharge: None.

The payphone surcharge stated in Section 4.8 will apply to calls placed to an 8XX number.

5.4 Directory Assistance

The Company's customers will be billed the following per call charge to be connected to the local exchange company directory assistance service for directory assistance calls within the State.

Directory Assistance Charge: \$1.50 per call.

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**ISSUED:**

**EFFECTIVE:**

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# **EXHIBIT F**

PROPOSED NOTICE OF FILING

## NOTICE OF FILING AND HEARING

Zeus Telecommunications, LLC ("Zeus" or "Applicant") filed an Application with the Public Service Commission of South Carolina for a Certificate of Public Convenience and Necessity to operate as a reseller of interexchange telecommunications services. The Applicant proposes to offer outbound 1+ service, inbound 8xx service, postpaid travel card service, and directory assistance service. The Applicant further requests that its business interexchange services be regulated pursuant to the procedures described and set out in Commission Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Commission Order No. 2001-997 in Docket No. 2000-407-C.

A copy of the Application is on file in the offices of the Public Service Commission of South Carolina, 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210; and is available through John J. Pringle, Jr., Esquire, ELLIS LAWHORNE & SIMS, PA, 1501 Main Street, 5<sup>th</sup> Floor, Columbia, South Carolina 29201.

**PLEASE TAKE NOTICE** a hearing, on the above matter has been scheduled to begin at \_\_\_\_\_ before Hearing Examiner \_\_\_\_\_ in the Commission's Meeting Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before \_\_\_\_\_, **2006** and indicate the amount of time required for his presentation. *Please refer to Docket No. 2006-\_\_\_\_-C.*

Any person who wishes to be notified of the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department in writing at the address below on or before \_\_\_\_\_, **2006**. *Please refer to Docket 2006-\_\_\_\_-C.*

**PLEASE TAKE NOTICE:** Any person who wishes to have his or her comments considered as a part of the official record of this proceeding **MUST** present such comments, in person, to the Hearing Officer during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission by dialing (803) 896-5100.

Public Service Commission of South Carolina  
Docketing Department  
P.O. Drawer 11649  
Columbia, South Carolina 29211

MAY-\_\_\_\_-06